

**EXHIBIT “A”**

Ivaylo Tsvetanov Dodev,  
c/o 6312 South 161<sup>st</sup> Way  
Gilbert, Arizona  
(480) 457-8888 Phone  
(480) 457-8887 Facsimile  
dodev@hotmail.com

**FILE ON DEMAND  
FOR THE RECORD**

Pro Se

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA**

**Ivaylo Tsvetanov Dodev,**  
**Plaintiff,**  
**vs.**  
**RECONTRUST COMPANY, N.A., ET AL**  
**Defendants.**

**Case No. CV-13-02155-PHX-GMS**

**COURT OF RECORD  
MEMORANDUM  
SUBMITTED AS  
JUDICIAL COGNIZANCE**

**Hon. G Murray Snow**

Plaintiff, Ivaylo Tsvetanov Dodev, *pro se*, ("Plaintiff") hereby respectfully submits on the record this COURT OF RECORD MEMORANDUM to the Honorable COURT and the DEFENDANTS represented by BRYAN CAVE LLP, SEAN K. MCELENNEY, COREE E. NEUMEYER,, ERIC M. MOORES AND WRIGHT, FINLAY & ZAK, LLP, KIM R. LEPORE, Esq., BRADFORD E. KLEIN, ESQ., ("Counsel") as JUDICIAL COGNIZANCE in this VERIFIED ACTION-AT-LAW.

It appears from the record, Doc. 40 and 42, that Counsel falls short in their understanding of Plaintiff's Complaint, Doc. 18 and EXHIBITS, and in particular the jurisdiction under which the Complaint is filed, 28 U.S.C. 1331, and the fact that this

1 VERIFIED ACTION-AT-LAW is brought under the "*Seventh Amendment, Common-*  
 2 *Law, constitutionally valid Court of Record*" (page 2). Counsel further exhibits lack  
 3 of complete understanding of the terms ACQUIESCENCE and TACIT  
 4 PROCURATION as used in Plaintiff's Complaint and Exhibits and the NOTARY  
 5 ACT of 1850; the documents portray Plaintiff's prolonged attempt to settle this matter  
 6 withhold involving this Court's jurisdiction and are lawfully submitted as admissible  
 7 court evidence under Federal Rules of Evidence 902, Doc. 18-1,2,3,4.  
 8

9  
 10 Plaintiff submits this MEMORANDUM to be used in future pleadings and  
 11 motions pertaining to this action at law in good faith and due diligence.  
 12

### 13 I. COMMON LAW COURT OF RECORD

14  
 15 This court of record is convened in this matter pursuant to Article Three,  
 16 Section Two of the Constitution for the united States of America, as a Judicial court  
 17 of Law in our Judicial Branch of government, while in session under the rules of the  
 18 Common Law as guaranteed by the Seventh Amendment and the Northwest  
 19 Ordinance of 1787, in Article Two. See *Callan v. Wilson*, 127 US 540 (1888) for  
 20 authority that Article Three of the United States Constitution provides for and  
 21 mandates in regards to common law jurisdiction and venue. Article 6, Section 30 of  
 22 the Constitution of Arizona and Title 12, Article 1 of Arizona Revised Statutes,  
 23 secures court of Record tribunals.  
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25  
 26 Under the Seventh Amendment to the Constitution for the united States of  
 27 America, Plaintiff has secured his common law right of trial by jury. On dry land,  
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1 any action must be adjudicated under common law pursuant to the Seventh  
 2 Amendment. *443 Cans of Frozen Egg Product v. United States of America*, 226 US  
 3 172 (1912). Where rights secured by the Constitution are involved, there can be no  
 4 rule making or legislation which would abrogate them. *Miranda v. Arizona*, 384 US  
 5 436, 491. The Northwest Ordinance of 1787 also mandates "*judicial proceedings in*  
 6 *accordance with the course of the common law*," under Article Two, and places an  
 7 absolute requirement on the new states, upon admission into the union, to be admitted  
 8 on an equal footing with all other states and to agree to the terms of Ordinance. The  
 9 act of Congress admitting Arizona into the union also invoked the equal footing  
 10 doctrine, making our state and government a state which is bound by the Northwest  
 11 Ordinance of 1787.

12 Additionally, a court of record is a court that exercises jurisdiction under the  
 13 course of the common law. Black's Law Dictionary, Fourth Edition, pages 425 and  
 14 426:

15 Courts may be classified and divided according to several methods, the  
 16 following being the more usual: Courts of record and courts not of record.  
 17 The former being those whose acts and judicial proceedings are enrolled, or  
 18 recorded, for a perpetual memory and testimony, and which have power to  
 19 fine or imprison for contempt. Error lies to their judgments, and they  
 20 generally possess a seal.

21 Courts not of record are those of inferior dignity, which have no power to  
 22 fine or imprison, and in which the proceedings are not enrolled or recorded.  
 23 3 Bl. Comm. 24; 3 Steph. Comm. 383; *The Thomas Fletcher*, C.C.Ga., 24 F.  
 24 481; *Ex parte Thistleton*, 52 Cal. 225; *Erwin v. U. S.*, D.C.Ga., 37 F. 488, 2  
 25 L.R.A. 229; *Heininger v. Davis*, 96 Ohio St. 205, 117 N.E. 229, 231.

26 A "court of record" is a judicial tribunal having attributes and exercising  
 27 functions independently of the person of the magistrate designated generally  
 28

1 to hold it, and proceeding according to the course of common law, its acts  
2 and proceedings being enrolled for a perpetual memorial.

3 Jones v. Jones, 188 Mo.App. 220, 175 S.W. 227, 229; Ex parte Gladhill, 8  
4 Metc., Mass., 171, per Shaw, C. J. See, also, Ledwith v. Rosalsky, 244 N.Y.  
5 406, 155 N.E. 688, 689.

6 Courts may be at the same time of record for some purposes and not of  
7 record for others.

8 Lester v. Redmond, 6 Hill, N.Y., 590; Ex parte Gladhill, 8 Metc., Mass.,  
9 168.

10 Superior and inferior courts. The former being courts of general original  
11 jurisdiction in the first instance, and which exercise a control or supervision  
12 over a system of lower courts, either by appeal, error, or *certiorari*; the latter  
13 being courts of small or restricted jurisdiction, and subject to the review or  
14 correction of higher courts. Sometimes the former term is used to denote a  
15 particular group or system of courts of high powers, and all others are called  
16 "inferior courts."

17 To constitute a court a superior court as to any class of actions, within the  
18 common-law meaning of that term, its jurisdiction of such actions must be  
19 unconditional, so that the only thing requisite to enable the court to take  
20 cognizance of them is the acquisition of jurisdiction of the persons of the  
21 parties.

22 Simons v. De Bare, 4 Bosw., N.Y., 547.

23 An inferior court is a court whose judgments or decrees can be reviewed, on  
24 appeal or writ of error, by a higher tribunal, whether that tribunal be the  
25 circuit or supreme court. Nugent v. State, 18 Ala. 521.

26 A qualifying feature of a court of record is that the tribunal is independent of the  
27 magistrate appointed to conduct the proceedings<sup>1</sup>. The magistrate is a person  
28 appointed or elected to perform ministerial service in a court of record<sup>2</sup>. His service is  
ministerial because all judicial functions in a court of record are reserved to the  
tribunal, and, by definition of a court of record, that tribunal must be independent of

<sup>1</sup> Court of Record: A judicial tribunal having attributes and exercising functions independently of the person of the magistrate designated generally to hold it [Jones v. Jones, 188 Mo.App. 220, 175 S.W. 227, 229; Ex parte Gladhill, 8 Metc. Mass., 171, per Shaw, C.J. See, also, Ledwith v. Rosalsky, 244 N.Y. 406, 155 N.E. 688, 689][Black's Law Dictionary, 4th Ed., 425, 426]

<sup>2</sup> Long v. Seabrook, 260 S.C. 562, 197 S.E.2d 659, 662; Black's Law Dictionary, Fifth Edition, p 899

1 the magistrate. The non-judicial functions are "ministerial" because they are absolute,  
2 certain and imperative, involving merely execution of specific duties arising from  
3 fixed and designated facts.

4 It is settled as a matter of law that when the rules of common law are not  
5 repugnant to organic or state law, the court cannot "*.....adopt a rule other than that*  
6 *established by the common law.*" Lux v. Haggin, 69 Cal 255, at 261.

7  
8 Under the ruling in Lux v Haggin, supra...as a prerequisite for the court to apply  
9 any rule of decision other than that of the common law, the court would necessarily be  
10 required to establish and prove that the rules of the common law, which would  
11 ordinarily apply in the instant case, are repugnant to the organic or state law. Since  
12 repugnant means extremely distasteful or in direct conflict with, if an actual  
13 repugnance were in existence it could be clearly shown and established. It should be  
14 further noted that since admission into the union of states was a stated objective of the  
15 Arizona Constitution of 1912, the original delegates to the Arizona Constitutional  
16 Convention of 1910 either knew or should have known about the Seventh  
17 Amendment to the Constitution for the united States of America, and they either knew  
18 or should have known about the Northwest Ordinance of 1787, and its equal footing  
19 doctrine, both of which mandate common law jurisdiction and venue.

20 Therefore, the act of admission into the union is a compact by the people of  
21 Arizona agreeing to common law jurisdiction and venue, establishing through the Act  
22 of Admission into the union and the State Constitution the organic law of Arizona.  
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1     **The Courts of the United States consistently acknowledge that the Constitution is**  
 2     **to be interpreted according to Common Law Rules.**

3             *"The Constitution is to be interpreted according to Common Law Rules." --*  
 4     Schick vs. U.S., 195 US 65, 24 Sup. Ct. 826 (1905) "...a Statute will not be construed  
 5     so as to overrule a principle of established Common Law, unless it is made plain by  
 6     the act that such a change in the established law is intended." -- Starkey Construction  
 7     Inc. vs. Elcon, Inc., 248 Ark 958, 978A, 457 SW 2nd 509, 7 U.C.C.RS 923 "A statute  
 8     should be construed in harmony with the Common Law unless there is a clear  
 9     legislative intent to abrogate the Common Law." -- United Bank vs. Mesa Nelson Co.,  
 10    121 Ariz 438, 590 P2d 1384, 25 U.C.C.RS 1113 "It [U.S. Constitution] must be  
 11    interpreted in the light of Common Law, the principles and history of which were  
 12    familiarily known to the framers of the Constitution. The language of the Constitution  
 13    could not be understood without reference to the Common Law." -- U.S. vs. Wong  
 14    Kim, Ark., 169 US 649, 18 S. Ct. 456 "The imaginary, having neither actuality nor  
 15    substance, is foreclosed from creating and attaining parity with the tangible. To  
 16    mankind in their natural state. There, every man is independent of all laws, except  
 17    those prescribed by nature. He is not bound by any institutions formed by his  
 18    fellowmen without his consent." Cruden v. Neale, 2 N.C. 338 (1796) 2 S.E. 70.

19             Thus, the common law and its original Jurisdiction stand above statutory laws,  
 20    especially those that are in contradiction to it. Accordingly, judicial proceedings in a  
 21    Court of Record, which are performed in concurrence to the course of common law,  
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1 should evaluate matters in a way which does not privilege statutes over common law  
2 procedures, such as those concerning contracts between parties.

## 3 4 5 **II. ACQUIESCENCE**

6 *"Acquiesce - To give an implied consent to a transaction, to the accrual of a*  
7 *right, or to any act, by one's mere silence, or without express assent or ac-*  
8 *knowledge."* Black's Law Dictionary, 5th Ed. (1979), p. 22, Title "Acquiesce."  
9

10 **Acquiescence** - Conduct recognizing the existence of a transaction, and  
11 intended, in some extent at least, to carry the transaction, or permit it to be carried,  
12 into effect. It is some act, not deliberately intended to ratify a former transaction  
13 known to be voidable, but recognizing the transaction as existing, and intended, in  
14 some extent at least, to carry it into effect, and to obtain or claim the benefits resulting  
15 from it, and thus differs from "confirmation," which implies a deliberate act, intended  
16 to renew and ratify a transaction known to be voidable. *De Boe v. Prentice Packing &*  
17 *Storage Co.*, 172 Wash. 514, 2 P.2d 1107, 1110. Passive compliance or satisfaction;  
18 distinguished from avowed consent on the one hand, and, on the other, from  
19 opposition or open discontent. *Paul v. Western Distributing Co.*, 142 Kan. 816, 52  
20 P.2d 379, 387. Acquiescence from which assent may be reasonably inferred. *Frank v.*  
21 *Wilson & Co.*, 24 Del.Ch. 237, 9 A.2d 82, 86. Equivalent to assent inferred from  
22 silence with knowledge or from encouragement and presupposes knowledge and  
23 assent. Imports tacit consent, concurrence, acceptance or assent. *Natural Soda*  
24 *Products Co. v. City of Los Angeles*, Cal. App., 132 P.2d 553, 563. A silent  
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1 appearance of consent. Failure to make any objections. Submission to an act of which  
2 one had knowledge.

3 It is to be distinguished from avowed consent, on the one hand, and from open  
4 discontent or opposition, on the other. It arises where a person who knows that he is  
5 entitled to impeach a transaction or enforce a right neglects to do so for such a length  
6 of time that, under the circumstances of the case, the other party may fairly infer that  
7 he has waived or abandoned his right. *Schmitt v. Wright*, 317 111. App. 384, 46  
8 N.E.2d 184, 192.  
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11 **ACQUIESCENCE, contracts.** The consent which is impliedly given by one  
12 or both parties, to a proposition, a clause, a condition, a judgment, or to any act  
13 whatever. Acquiescence in acts of an agent, or one who has assumed that character,  
14 will be equivalent to an express authority. 2 Bouv. Inst. n. 1309; Kent, Corn.  
15 476, SLui-y un Eq . § 255; 4 W.C.C.K. 559; 6 *PiaSS*. K. 193; 1 John. Cas. 110; 2  
16 John. Cas. 424; Liv. on Ag. 45; Paley on Ag. by Lloyd, 41; 3 Pet. R. 69, 81; 12 John.  
17 R. 300; 3 Cowen's R. 281; 3 Pick. R. 495, 505; 4 Mason's R. 296. Acquiescence  
18 differs from assent. (q.v.)" 1 Bouvier's Law Dictionary 61, 8th Ed. (1859), Title  
19 "Acquiescence."  
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23 From this definition, it can easily be seen that you can give a legislative court or  
24 agency authority over you in a particular matter by your mere silence at the wrong  
25 time, even if that court or agency doesn't have lawful jurisdiction of your person  
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27 **ACQUIESCENCE by estoppel** - injury accruing from one's acquiescence in  
28 another's action to his prejudice creates 'estoppel'. *Lebold v. Inland Steel Co.*, C.C.A.

1 Ill, 125 F 2d 369, 375. Passive conduct on the part of one who has knowledge of the  
2 facts may be basis of estoppel. *Winslow v. Burns*, 47 N.M. 29, 132 P 2d 1048,  
3 1050." Black's Law Dictionary, 5th Ed. (1979), p. 22, 23, Title "Acquiescence,  
4 estoppel by." If an estoppel is created in this manner you may be ruled against by the  
5 agency or court regardless of what you do.  
6

7 **ESTOPPEL** - Estoppel means that party is prevented by his own acts from  
8 claiming a right to detriment of other party who was entitled to rely on such conduct  
9 and has acted accordingly. *Graham v. Asbury*, 112 Ariz. 184, 540 P. 2d 656, 658.  
10 Estoppel is a bar or impediment which precludes allegation or denial of a certain fact  
11 or state of facts, in consequence of a final adjudication of the matter in a court of law.  
12 It operates to put a party entitled to its benefits in same position as if the thing  
13 represented were true. *May v. City of Kearney*, 145 Neb 475, 17 N.W. 2d 448, 458."  
14 Black's Law Dictionary, 5th Ed. (1979), p. 494, Title "Estoppel."  
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17 Under these circumstances if someone lied to you and claimed ownership of  
18 something and you clearly allowed that person to exercise ownership to the  
19 deprivation of your claim to the property, when you knew it was a lie, then, if any  
20 legal action took place thereafter, the party that lied would be treated as the owner of  
21 the property and you would be estopped from expressing your claim to the property.  
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24 The same will hold true if you fail to assert a constitutional limitation in court. If you  
25 have knowledge that a particular violation of constitutional limitations exists and you  
26 fail to assert it to the trial court it will be deemed waived for all intents and purposes  
27 and that waiver will be the law of your case; in other words, if your jurisdictional  
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1 claim has been adjudicated, the doctrine of res judica applies. Should you later  
2 contest the judgment in a higher court, when you raise those objections in your  
3 defense, deemed waived below, they will be overlooked under the waiver. The only  
4 time you will be able to substantially assert a previously waived objection in the  
5 higher court is if you can show that you did not have knowledge of the objection or  
6 constitutional limitation at the time the trial court heard your case.  
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### 8 9 10 **III. TACIT PROCURATION, OFFER AND ACCEPTANCE**

11 Our common law [administrative] process is based on three maxims of law that  
12 have always and still do hold weight: Offer and Acceptance, Due Process, and Oath of  
13 Affirmation [Witness]. Plaintiff will not go into great detail explaining these here, but  
14 quickly analyze them.  
15

16 For a contract to be initiated there must be an offer. The one who makes an  
17 offer is the Offerer. Then, for a binding contract to form there must be acceptance by  
18 another; that other is called the Offeree. If one extends an offer and another accepts  
19 that offer, after meaningful consideration and recorded acknowledgement from both  
20 sides, as through signature, a contract is formed and both parties are bound to the  
21 specific terms and conditions of that contract. To satisfy the prerogative of a common  
22 law contract, there must be an exchange of at least one silver dollar.  
23

24 Due process is a concept of law that is equitable in nature. Its application helps  
25 to create fair and just conditions under which contracts may be formed. Due process  
26 in application is dependent on many factors, such as the type of operation that is in  
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1 process, but generally it is about giving the parties a second chance of redemption so  
2 that it is less likely that a mistake might lead to the formation of an unintended  
3 contract. Making an offer two or more times before making a conclusion is rendering  
4 "due process". Plaintiff has exhausted Due Process by allowing all defendants to  
5 respond, lawfully, to his certified letters regarding allegations of fraud and lack of  
6 standing, Proof of Claim and Good Faith Offer to Pay, sent four times, as shown  
7 under exhibits.  
8

9  
10 Witness, again equitable in its nature, is a lawful concept, historically applied to  
11 ensure objectivity so that mistakes are not made. Due Process and Witness are  
12 enshrined in our United States Constitution and have deep historical roots, well-  
13 grounded with its application of offer, due process and witness. Plaintiff used a notary  
14 presentment process with his initial offer, then sent his offer a second, third and fourth  
15 time, giving defendants a chance for redemption before certified dishonor and  
16 DEFAULT, through acquiescence, was instated. The notary was his witness and is  
17 established to be a very credible witness, according to the 1850 Notary Act. He  
18 definitely made a bona fide offer and it was definitely an offer that was witnessed and  
19 stated very fairly, offering chances for redemption. His Offer was not truly accepted  
20 under the law of contract and American law of presentment.  
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24 In performing his three step administrative processes, he has relied primarily on  
25 the well-established AMERICAN LAW OF PRESENTMENT and on the lawful  
26 maxim "silence is agreement". This is also known as **TACIT AGREEMENT,**  
27 **TACIT ACQUIESCENCE, AND IS RELATED TO TACIT PROCURATION,**  
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1 and holds that when a party does not take action and fully respond to or rebut  
2 allegations against it, its silence is its acquiescence.

3 Plaintiff sent several letters to the CEO'S of Bank of America, N.A, Bank of  
4 New York Mellon, ReconTrust, N.A. and Select Portfolio Servicing, Inc. [some filed  
5 under EXHIBITS TO COMPLAINT] wherein he outlined what he believed are  
6 elements of fraud in the contract. He also stated in said letters that the respondent's  
7 failure to respond or to respond adequately will constitute agreement with his  
8 allegation of fraud and orchestrated attempt of theft by deception or  
9 larceny by trickery, both of which are felony. Every letter he sent was composed of  
10 specific allegations, laws, and statutes and gave defendants an opportunity to rebut  
11 and answer truthfully with an affidavit [witness] under penalty of perjury. Defendants  
12 chose to acquiesce by estoppel or reply by sending internet printed copies of  
13 documents, such as the deed, from the public record. **They did not take action to**  
14 **adequately respond to allegations of Plaintiff, his Proof of Claims and Good**  
15 **Faith Offers to Pay, or attempt to cure their defect when Plaintiff gave Due**  
16 **Process and sent Notices of Fault and Opportunities to Cure. Defendants were**  
17 **duly warned and had full information of what their action or inaction would**  
18 **represent, and because they had knowledge of the facts and terms of Plaintiff's**  
19 **correspondences, their acquiescence was their tacit procurement.**

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27 **IV. NOTARY ACT ENACTMENT**

28 **THIRTY-FIRST CONGRESS Sess.I Ch.52,53. 1850**

1 Sept 16, 1850 Chap. LII. An Act to authorize Notaries Public to take and certify  
2 Oaths, Affirmations, and Acknowledgments in certain Cases.

3 *"Be it enacted by the Senate and House of Representatives of the United*  
4 *States of America in Congress assembled,* That in all cases in which, under the laws  
5 of the United States, oaths, or affirmations, or acknowledgements may now be taken  
6 or made before any justice or justices of the peace of any State or Territory, such  
7 oaths, affirmations, or acknowledgments may be hereafter also taken or made by or  
8 before any notary public duly appointed in any State or Territory, such oaths,  
9 affirmations, or acknowledgements may be hereafter also taken or made by or before  
10 any notary public duly appointed in any State or Territory, and, when certified  
11 under the hand and official seal of such notary, shall have the same force and  
12 effect as if taken or made by or before such justice or justices of the peace. And  
13 all laws and parts of laws for punishing perjury, or subordination of perjury,  
14 committed in any such oaths or affirmation, when taken or made before any such  
15 justice of the peace, shall apply to any such offence committed in any oaths or  
16 affirmations which may be taken under this act before a notary public, or  
17 commissioner, as hereinafter named: *Provided always* That on any trial for either of  
18 these offences, the seal and signature of the notary shall not be deemed sufficient in  
19 themselves to establish the official character of such notary, but the same shall be  
20 shown by other and proper evidence.

21 *And be it further enacted,* That all the powers and authority conferred in and by  
22 the preceding section of this act upon notaries public be, and the same are hereby,  
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1 vested in, and may be exercised by, any commissioner appointed, or hereafter to be  
2 appointed, by any Circuit Court of the United States, under any act of Congress  
3 authorizing the appointment of commissioners to take bail, affidavits, or depositions,  
4 in causes pending in the courts of the United States.”  
5

6 Approved, September 16, 1850

7 In summary, notice, and opportunity to respond, solid evidence to which a  
8 Notary Public witnesses resulting in the signature and seal of the Notary that, in turn  
9 possesses a certificate that must, itself, be properly authenticated shall not be  
10 questioned collaterally.  
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14 

15 **Ivaylo Tsvetanov Dodev, Plaintiff**  
16 **6312 South 161<sup>st</sup> Way, Gilbert, Arizona**  
17 **(480) 457-8888 Phone**  
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**EXHIBIT “B”**



**Bank of America****Home Loans**

P. O. Box 941633  
Simi Valley, CA 93094-1633

0248841 01 AV 0.337 \*\*AUTO 5 0 4412 85298-845512 -C01-P49109-I

IVAYLO T DODEV  
6312 S 161ST WAY  
GILBERT AZ 85298-8455

**Account No.: 147338494****IMPORTANT MESSAGE ABOUT YOUR LOAN**

We want to let you know that effective July 1, 2011, the servicing of home loans by our subsidiary—BAC Home Loans Servicing, LP, will transfer to our parent company—Bank of America, N.A. Based upon our records as of April 24, 2011, your home loan account noted above is affected by this servicing transfer.

**WHAT THIS MEANS FOR YOU**

- If you pay by check on or after July 1, 2011, please make checks payable to "Bank of America, N.A."
- Effective July 1, 2011, your monthly statements will show "Bank of America, N.A." as your loan servicer.
- We will notify property insurance carriers of this servicing transfer; however, we recommend you review the next policy renewal notice you receive after July 1, 2011, to verify that the "Mortgagee" for your policy has been updated to reflect "Bank of America, N.A." If your policy has not been updated, please contact your insurance carrier to ensure the update is made.
- Your account number will remain the same.
- The terms and conditions for your loan will not change.
- If you make automated/ACH payments or you make payments through Bank of America's or another financial institution's online banking service, continue to make payments as you do today. No actions are required on your part to accommodate this transfer.
- The customer service toll-free numbers, fax numbers and mailing addresses will remain the same.
- Online Banking access to your account will remain the same.
- Your privacy elections will not change.

**For customers discussing, applying for, or involved in any Loan Modification, Repayment Plan, Short Sale, Deed in Lieu of Foreclosure, or Foreclosure**

This servicing transfer will not impact any current discussions, applications, approved arrangements or proceedings in these areas. However, if you are currently in a repayment plan, trial modification or permanent modification, check payments made on or after July 1, 2011, should be payable to "Bank of America, N.A."

**PLEASE SEE REVERSE SIDE**

You are hereby notified that the servicing of your mortgage loan and the right to collect payments in connection with your loan will be/was transferred from BAC Home Loans Servicing, LP to Bank of America, N.A., effective July 1, 2011.

The transfer of the servicing of the mortgage loan does not affect any term or condition of the mortgage instruments, other than terms directly related to the servicing of your loan. Except in limited circumstances, the law requires that your present servicer send you this notice at least 15 days before the effective date of transfer, or at closing. Your new servicer must also send you this notice no later than 15 days after this effective date or at closing. However, in this case, all necessary information is combined in this one notice.

**YOUR SERVICER PRIOR TO JULY 1, 2011:**

Your servicer prior to July 1, 2011: BAC Home Loans Servicing, LP. If you have any questions relating to the transfer of servicing from this servicer, please call Bank of America Customer Service toll-free at 1.877.488.7812 between 8 a.m. and 9 p.m. Eastern, Monday through Friday. Your call may be monitored or recorded to ensure quality service.

**YOUR SERVICER ON AND AFTER JULY 1, 2011:**

Your new servicer on and after July 1, 2011: Bank of America, N.A. The business address for Bank of America, N.A. for purposes of your mortgage loan is: 450 American Street, Simi Valley, CA 93065-6285. Below is the information on how to contact and make payments to Bank of America, N.A.

**Toll-free Number**

The toll-free telephone number of Bank of America, N.A. is 1.877.488.7812. If you have any questions relating to the transfer of servicing to your new servicer, please call Bank of America Customer Service at 1.877.488.7812 between 8 a.m. and 9 p.m. Eastern, Monday through Friday. Please have your account number ready whenever you call. Your call may be monitored or recorded to ensure quality service.

**Address for Correspondence (other than payments)**

The address to send written correspondence to Bank of America, N.A. (other than payments) is:

Bank of America, N.A.  
Customer Service Correspondence  
CA6-919-01-41  
P.O. Box 5170  
Simi Valley, CA 93062-5170

Please include your loan number on all written correspondence you send to Bank of America, N.A.

**Address for Mailed Payments**

This transfer does not change the mailing address to send your payments. Please continue to send your payments to Bank of America, N.A. at the mailing address indicated on your monthly statements and/or coupons. Please write your loan number on all checks, cashier checks and other payments sent to Bank of America, N.A.

**INFORMATION CONCERNING YOUR PAYMENTS AND OPTIONAL INSURANCE:**

The date that BAC Home Loans Servicing, LP no longer accepts payments from you is June 30, 2011. The date that Bank of America, N.A. begins accepting payments from you is July 1, 2011. Send all payments due on or after that date to Bank of America, N.A.

Optional insurance, such as life and disability insurance coverage, will continue without interruption. If, for some reason, your current coverage cannot be continued by Bank of America, N.A., you will be given separate notice and offered other alternatives without interruption in your coverage.

**ADDITIONAL RIGHTS UNDER THE REAL ESTATE SETTLEMENT PROCEDURES ACT (RESPA)**

We want to make you aware of certain rights you have under RESPA. A summary is provided on the back of this notice.

**SEE REVERSE SIDE FOR IMPORTANT CONSUMER INFORMATION**

**EXHIBIT “C”**

**Bank of America****Home Loans**

P. O. Box 941633  
 Simi Valley, CA 93094-1633

0049099 01 AT 0.362 \*\*AUTO 5 0 4446 85298-845512 -C01-P49148-I

IVAYLO T DODEV  
 6312 S 161ST WAY  
 GILBERT AZ 85298-8455

**Account No.: 147338494****IMPORTANT MESSAGE ABOUT YOUR LOAN**

Effective July 1, 2011, the servicing of home loans by our subsidiary—BAC Home Loans Servicing, LP, transfers to its parent company—Bank of America, N.A. Based upon our records as of July 7, 2011, the home loan account noted above is affected by this servicing transfer. The information contained in this communication does not change or affect any other communications you may have received or will receive regarding this servicing transfer.

**IMPORTANT ADDITIONAL INFORMATION**

Under the federal Fair Debt Collections Practices Act and certain state laws, Bank of America, N.A. is considered a debt collector. As a result, we are sending you the enclosed Fair Debt Collection Practices Act Notice containing important information about your loan and your rights under applicable federal and state law.

If an attorney represents you in connection with your Bank of America home loan, please provide your attorney a copy of this letter and the enclosed legal notice.

**THANK YOU**

We appreciate the opportunity to serve your home loan needs. If you have any questions or need assistance regarding this servicing transfer, please call us at 1.877.488.7812 between 8 a.m. and 9 p.m. Eastern, Monday through Friday.

Please Note: This letter is being sent to the address and borrower(s) listed above. If there are other borrowers on this account who receive mail at a different address than above, please share this information with them.

**Bank of America, N.A. is required by law to inform you that this communication is from a debt collector attempting to collect a debt, and any information obtained will be used for that purpose. Notwithstanding the foregoing, if you are currently in a bankruptcy proceeding or have received a discharge of the debt referenced above, this notice is for informational purposes only and is not an attempt to collect a debt. If you are represented by an attorney, please provide this notice to your attorney.**

## Fair Debt Collections Practices Act and State Law Notice

The servicing of your home loan was transferred to Bank of America, N.A., effective July 1, 2011. Bank of America, N.A. is required by law to advise you of the following:

(1.) Under the federal Fair Debt Collections Practices Act and certain state laws, Bank of America, N.A. is considered a debt collector. Bank of America, N.A. must provide certain information to you in order to make sure you are informed when a communication is related to a debt. The purpose of this letter is therefore to provide you with information required by law, including the amount of the debt.

(2.) Debt Validation Notice:

- a) The amount of the debt: As of July 7, 2011, you owe \$818,403.24. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. We have also identified certain servicing-related fees that, while not yet found to be due, and therefore not charged to your loan or owed by you as of the date of this letter, are subject to review and may be determined to be due at a later date. The types of items subject to review include such services as property inspections, title reports, property preservation services, broker price opinions, appraisals, legal services, court costs, foreclosure trustee services, and others which may or may not have been performed in connection with your loan. To the extent we determine that any additional fees are due, we will send you another letter and you will have an opportunity to ask questions or dispute the additional fees. If we find no additional fees are due, we will still send you a letter telling you that as well. Therefore, if you pay the amount shown above, an adjustment may be necessary after we receive your payment, in which event we will inform you or your agent before accepting the payment for collection. For further information, write to the address provided below or call 1.877.488.7812 between 8 a.m. and 9 p.m. Eastern, Monday through Friday.
- b) The name of the creditor to whom the debt is owed: BANK OF NY (CWALT 2007-OA7)  
*Please note that unless Bank of America, N.A. is listed in 2(b) as the creditor of your loan, Bank of America, N.A. does not own your loan and only services your loan on behalf of your creditor, subject to the requirements and guidelines of your creditor.*
- c) Unless you, within thirty (30) days after receipt of this letter, dispute the validity of the debt or any portion of the debt, Bank of America, N.A. will assume the debt to be valid.
- d) If you notify Bank of America, N.A. in writing, at the address provided below within the thirty (30) day period, that the debt, or any portion thereof, is disputed, Bank of America, N.A. will obtain verification of the debt and mail it to you.
- e) Upon your written request within the thirty (30) day period, Bank of America, N.A. will provide you with the name and address of the original creditor if it is different from the current creditor.

Bank of America, N.A.  
Customer Service, CA6-919-01-41  
Attention: DVN  
P.O. Box 1140  
Simi Valley, CA 93062-1140

If you have any questions regarding this notification, please call Bank of America, N.A. Customer Service at 1.877.488.7812 between 8 a.m. and 9 p.m. Eastern, Monday through Friday.

SEE REVERSE SIDE

Bank of America, N.A. is required by law to inform you that this communication is from a debt collector attempting to collect a debt, and any information obtained will be used for that purpose. Notwithstanding the foregoing, if you are currently in a bankruptcy proceeding or have received a discharge of the home loan debt referenced above, this statement is being furnished for informational purposes only. It should not be construed as an attempt to collect against you personally, Bank of America, N.A. will take no steps to collect from you personally or against the property securing this loan while the bankruptcy's automatic stay remains in effect. In the future, you may receive a discharge in bankruptcy. Under those circumstances, by operation of law, Bank of America, N.A. will retain the ability to enforce its rights against the property securing this loan should there be a default under the terms of your loan documents. If you are represented by an attorney, please provide this notice to your attorney.

Notice to Colorado Residents: A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt. FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE [WWW.AGO.STATE.CO.US/CADC/CADMAIN.CFM](http://WWW.AGO.STATE.CO.US/CADC/CADMAIN.CFM)

Notice to California Residents: The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or [www.ftc.gov](http://www.ftc.gov).





Home Loans

0035473 01 AT 0.362 \*\*AUTO T3 2 1988 85298-8455  
 PD A4 AG 0101-----0--2-2- C0000031 IN 1 P35508  
 IVAYLO T DODEV  
 6312 S 161st Way  
 Gilbert AZ 85298-8455



Statement date 07/28/2011  
**Account Number 147338494**  
 Property address  
 23410 South 161st Way

**Pay Option Notice:**  
 Because your loan is not current, we have not calculated your Payment Options this month. For information on how to pay more than the minimum payment, please call us at 1.800.669.0102.

FOR CUSTOMER SERVICE: 1.866.653.6183

**Your Monthly Home Loan Statement**

Snapshot of your Home Loan as of July 28, 2011

Type of Loan	30 Yr Conv Jumbo PayOption ARM
Current Principal Balance	\$721,199.48
Original Loan Amount	\$681,750.00
Maximum Limit (see explanation at bottom of page)	115.00%
Margin	3.400%
Interest Rate this Month	3.625%
Remaining Term	28 Years, 3 Months

**Payment Due Date: Aug 1, 2011****Late Payment Charge:** \$130.91 if payment is not received by **Aug 16, 2011****Additional Account Information**

Past Due Amount	\$7,554.87
Fees Due	\$255.00

**Your Payment Options this Month**

The amounts listed below are total payments, including amounts collected for escrow items such as taxes and insurance premiums.

Payment Options	Total Payment	Deferred Interest	Principal/ Interest Owed	Outstanding Late Charges**	Escrow	Optional Products***
Option 3 Minimum Payment	\$3,924.20		\$3,252.54	1,096.38	\$271.66	

Please note: Amounts above are estimates and may change based on payments made. For information on how to pay more than the minimum payment, please call us at 1.800.669.0102.

\*Negative amounts ((-) minus sign) shown in the deferred interest column are added to the principal balance. This results from making a Minimum Payment that is less than the interest due.

\*\*Outstanding late charges up to \$400.00 are reflected in the payment option amount.

**As of the date of this notice, our records reflect that your loan is past due for multiple payments.** We are researching whether any of these payments have been made. Please be advised that any payments that are due, which are not under research, must be remitted immediately. Upon completion of our research, we will make any appropriate corrections to your account and notify you of any balances due.

Note to Delaware Residents: Delaware residents who are struggling with their mortgage payments will find information on state-supported assistance by visiting [www.deforeclosurehelp.org](http://www.deforeclosurehelp.org).

Thank you for your prompt attention.

LOAN SERVICING  
 Loan Counselor



**Your Home Loan Activity this Month****Breakdown of Payments and Other Amounts**

Date	Description	Amount	Principal/Deferred Interest*	Interest	Additional Principal	Escrow	Late Charges	Optional Products You Requested	Buy-down Assistance	Unapplied
07/20/2011	Homeowners ins	-\$578.51								
<b>**Ending balance</b>			<b>\$721,199.48</b>							

\*Amounts preceded by a (-) sign have been added to the principal balance.

**\*\*Please note:** The ending principal balance shown above may not be the amount required to pay off your loan. For payoff information, you may use our 24-hour automated information system. Call 1.800.669.5833.**Mortgage-Related Expenses Paid from Your Escrow Account**

We are responsible for paying the following mortgage expenses on your behalf, using the money in your escrow account:

Type of Payment	Who Receives the Payment	Your Policy Number or Tax ID	Frequency of Payment	Next Payment Due	Amount Due
County taxes	Maricopa County Treasurer	30477004W	Semi-Annual	10/01/2011	\$1,332.12
Homeowners insurance	Farm Bureau Insurance Co	0000000007579205	Annual	08/15/2012	\$578.51

**DID YOU KNOW?****Payments**

We may charge you a fee (of up to \$40.00) for any payment returned or rejected by your financial institution, subject to applicable law.

All accepted payments of principal and interest will be applied to the longest outstanding installment due, unless otherwise expressly prohibited by law.

**TO CONTACT US****CREDIT REPORTING NOTICE**

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

For up-to-the-minute information about the account, use our 24-hour automated information system. To ask us about this statement or account information, call **1.866.653.6183**, Monday-Friday 7a.m. - 7p.m. Local Time. Calls may be monitored and/or recorded for service quality purposes. *Se habla español.* 1.800.295.0025. TDD 1.800.300.6407

**Please have the account number available when you call.**

Or write to us at:

The address for general inquiries and all RESPA Qualified Written Requests is:  
Bank of America, N.A., Attn:

Customer Service CA6-919-01-41, PO Box 5170, Simi Valley, CA 93062-5170

Tax Dept CA6-913-LB-01, PO Box 10211, Van Nuys, CA 91410-0211

Insurance Dept., PO Box 961291, Fort Worth, TX 76161-0291

Payments, Attn: Remittance Processing PO Box 515503, Los Angeles, CA 90051-6803

\*Overnight deliveries LADC Retail Payment Services, CA9-705-09-31, 1000 W Temple Street, Los Angeles, CA 90012-1514

Our website [www.bankofamerica.com](http://www.bankofamerica.com)

Your account information is available in Spanish on the site mentioned above.

\*The facility at this address does not accept walk-up payments, it accepts overnight mail only. Payments can be made by Phone, Online, Mail, or at Bank of America Banking Centers.





**EXHIBIT “D”**

**OPTION 1**  
**Amortized Payment (principal and interest) - based on your remaining term**

The amount necessary to pay the loan off (principal and interest) at the maturity date, in substantially equal payments (unless your loan has a balloon payment due on the maturity date). Under the terms of your Note, this payment amount is calculated on the assumption that the current rate will remain in effect for the remaining term of your loan.

**Because your loan is not current, we have not calculated your Payment Options this month. For information on how to pay more than the minimum payment, please call us at 1.800.669.5224.**

**OPTION 2**  
**15-Year Amortized Payment (principal and interest)**

The amount necessary to pay the loan off (principal and interest) within a 15-year term from the first payment due date, in substantially equal payments (unless your loan has a balloon payment due on the maturity date). Under the terms of your Note, this payment amount is calculated on the assumption that the current rate will remain in effect for the remaining term of your loan.

**Because your loan is not current, we have not calculated your Payment Options this month. For information on how to pay more than the minimum payment, please call us at 1.800.669.5224.**

**OPTION 3**  
**Minimum Payment**

Important: If this amount is less than the interest due, paying this will not be enough to pay all of the interest due, will not reduce your principal, and the unpaid interest will be added to your principal. This is called "negative amortization", meaning the amount you owe increases. You will be charged interest on the entire principal. Negative Amortization will reduce the equity you have in your home. Negative Amortization should be managed carefully, so that you are not surprised by significant increases in future Minimum Payments.

Account number **147338494**  
 Ivaylo T Dodev  
 23410 South 161st Way  
 Gilbert, AZ 85297

(7)

Payment due **Aug 1, 2011** **\*\$3,924.20**  
 After **Aug 16, 2011** late payment **\$4,055.11**  
\*Payment amount includes late charges. See Your home loan activity this month for breakdown.

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Bank of America, N.A.  
 PO BOX 515503  
 LOS ANGELES, CA 90051-6803

Additional  
Principal

Additional  
Escrow

Check total



147338494700000392420000405511

⑆586990058⑆147338494⑈

**OPTION 4**  
**Interest-Only Payment**

You pay only the interest charged on your loan for the previous month. By making an Interest Only Payment, you will avoid negative amortization, but no portion of the payment will be applied to reduce the principal balance of your loan.

**Because your loan is not current, we have not calculated your Payment Options this month. For information on how to pay more than the minimum payment, please call us at 1.800.669.5224.**